

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

CR 12-186 DSD/LB

UNITED STATES OF AMERICA,	)	INDICTMENT
	)	
Plaintiff,	)	(18 U.S.C. § 982(a))
	)	(18 U.S.C. § 982(b)(1))
v.	)	(18 U.S.C. § 1956(a))
	)	(18 U.S.C. § 1956(h))
1. TAYLOR KAY HANSON,	)	(21 U.S.C. § 841(a)(1))
	)	(21 U.S.C. § 841(b)(1)(C))
2. TALIA JACKIE JAROS,	)	(21 U.S.C. § 846)
	)	(21 U.S.C. § 853(p))
3. DANIELLE ANN LAMBERTON, and	)	(28 U.S.C. § 2461(c))
	)	
4. ELIZABETH ROSE SCHLAIS,	)	
	)	
Defendants.	)	

THE UNITED STATES GRAND JURY CHARGES THAT:

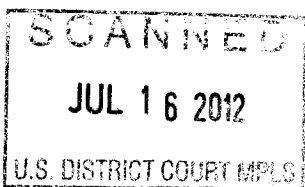
COUNT 1

(Conspiracy to Distribute Oxycodone, Oxymorphone and Heroin)

Beginning in or about 2010, and continuing through in or about September 2011, in the State and District of Minnesota and elsewhere, the defendants,

TAYLOR KAY HANSON,  
TALIA JACKIE JAROS,  
DANIELLE ANN LAMBERTON,  
and  
ELIZABETH ROSE SCHLAIS,

did unlawfully, knowingly and intentionally conspire with each other and with JEFFREY LAMONT LIDDELL, JR., LAWRENCE LALONDE COLTON, Co-Conspirators A through J, and with others known and unknown to the grand jury, to distribute mixtures and substances containing detectable amounts of oxycodone, oxymorphone, and heroin, all controlled substances, in violation of Title 21, United States Code, Sections 841(a)(1), 841(b)(1)(C) and 846.



FILED JUL 16 2012  
RICHARD D. SLETTEN  
JUDGMENT ENTD \_\_\_\_\_  
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COUNT 2

(Conspiracy to Launder Monetary Instruments)

Beginning in or about 2010, and continuing through in or about September 2011, in the State and District of Minnesota and elsewhere, the defendants,

TAYLOR KAY HANSON,  
TALIA JACKIE JAROS,  
DANIELLE ANN LAMBERTON,  
and  
ELIZABETH ROSE SCHLAIS,

did unlawfully, knowingly and intentionally conspire with each other and with JEFFREY LAMONT LIDDELL, JR., LAWRENCE LALONDE COLTON, Co-Conspirators A through J, and with others known and unknown to the grand jury, to commit offenses against the United States in violation of Title 18, United States Code, Section 1956, to wit:

By knowingly conducting and attempting to conduct financial transactions affecting interstate and foreign commerce, which involved the proceeds of a specified unlawful activity, namely conspiring to distribute and distributing controlled substances, with the intent to promote the carrying on of specified unlawful activity, namely conspiring to distribute and distributing controlled substances, and that while conducting and attempting to conduct such financial transactions knew that the property involved in the financial transactions represented the proceeds of some form

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of unlawful activity in violation of Title 18, United States Code, Section 1956(a)(1)(A)(i), all in violation of Title 18, United States Code, Section 1956(h).

**MANNER AND MEANS**

1. In furtherance of the conspiracy and to achieve its objects, defendants Taylor Kay HANSON, Talia Jackie JAROS, Danielle Ann LAMBERTON, and Elizabeth Rose SCHLAIS, (collectively, "the conspirators") committed, directly and through accomplices, financial transactions including but not limited to the following (which encompass only some of the acts involved in the conspiracy):
2. On January 29, 2010, LAMBERTON sent \$1,000 by Western Union wire transfer from Duluth, Minnesota, to Co-conspirator LIDDELL in Detroit, Michigan.
3. On February 24, 2010, SCHLAIS sent \$1,000 by Western Union wire transfer from Duluth, Minnesota, to co-conspirator LIDDELL in Detroit, Michigan. Approximately twenty-four minutes later, SCHLAIS sent \$1,000 by MoneyGram wire transfer from Duluth, Minnesota, to Co-conspirator A in Detroit, Michigan. Both wire transfers were acquired within approximately one hour from when SCHLAIS completed the first transaction on this date.

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4. On April 1, 2010, JAROS sent \$1,500 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator A in Detroit, Michigan. Approximately 20 minutes later, JAROS sent \$2,000 by MoneyGram wire transfer from Superior, Wisconsin, to Co-conspirator A in Detroit, Michigan. Both wire transfers were acquired within approximately one hour from when JAROS completed the first transaction on this date.
5. On April 9, 2010, JAROS sent \$1,500 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator B in Warren, Michigan. Approximately fourteen minutes later, JAROS sent \$2,000 by MoneyGram wire transfer from Superior, Wisconsin, to the same Co-conspirator B in Roseville, Michigan. Both wire transfers were acquired within approximately three and a half hours from when JAROS completed the first transaction on this date.
6. On May 15, 2010, HANSON sent \$3,000 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator C in Detroit, Michigan.
7. On June 2, 2010, LAMBERTON sent \$1,000 by Western Union wire transfer from Duluth, Minnesota, to Co-conspirator LIDDELL in Detroit, Michigan.
8. On June 8, 2010, SCHLAIS sent \$2,600 by MoneyGram wire transfer from Superior, Wisconsin, to Co-conspirator Lawrence

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Lalonde COLTON in Dearborn, Michigan. Approximately twenty-three minutes later, SCHLAIS sent \$2,600 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator COLTON in Detroit, Michigan. Both wire transfers were acquired later that day by COLTON.

9. On September 3, 2010, JAROS sent \$1,750 by MoneyGram wire transfer from Superior, Wisconsin, to Co-conspirator D in Detroit, Michigan. Approximately twenty minutes later, JAROS sent \$1,750 by MoneyGram wire transfer from Superior, Wisconsin, to Co-conspirator E in Detroit, Michigan. Both wire transfers were acquired within approximately one and a half hours from when JAROS completed the first transaction on this date.
10. On September 14, 2010, SCHLAIS sent \$2,000 by MoneyGram wire transfer from Superior, Wisconsin, to Co-conspirator F in Detroit, Michigan. Approximately thirty-five minutes later, SCHLAIS sent \$2,000 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator G in Detroit, Michigan.
11. On October 1, 2010, HANSON sent \$2,000 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator C in Detroit, Michigan. Approximately two hours and seventeen minutes later, HANSON used the same Western Union location to

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send an additional \$1,800 to Co-conspirator C in Detroit, Michigan.

12. On December 16, 2010, LAMBERTON sent \$1,500 by Western Union wire transfer from Duluth, Minnesota, to Co-conspirator LIDDELL in Detroit, Michigan.
13. On January 20, 2011, HANSON sent \$1,700 by MoneyGram wire transfer from Superior, Wisconsin, to Co-conspirator H in Detroit, Michigan. Approximately ten minutes later, HANSON sent \$1,700 by Western Union wire transfer to Co-conspirator H in Detroit, Michigan. Both wire transfers were acquired in Detroit, within approximately two hours from when HANSON completed the first transaction on this date.
14. On January 31, 2011, JAROS sent \$1,800 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator H in Detroit, Michigan. Approximately one and a half hours later, JAROS sent another \$1,800 by Western Union wire transfer from Duluth, Minnesota, to Co-conspirator I in Detroit, Michigan. Approximately forty-seven minutes later, JAROS sent \$1,800 from another Western Union location (in Duluth, Minnesota) to Co-conspirator G in Detroit, Michigan. All three wire transfers were acquired within approximately three hours from when JAROS completed the first transaction on this date.

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15. On February 8, 2011, JAROS sent \$1,900 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator J in Detroit, Michigan. Approximately thirty minutes later, HANSON sent \$1,900 by Western Union wire transfer (and from the same Western Union location) to Co-conspirator A in Detroit, Michigan. Both wire transfers were acquired later the same day by each co-conspirator.
16. On February 16, 2011, HANSON sent \$2,000 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator F in Detroit, Michigan. Approximately five minutes later, HANSON sent \$2,000 by Western Union wire transfer (and from the same Western Union location) to Co-conspirator LIDDELL in Detroit, Michigan. Both wire transfers were acquired within approximately one hour from when HANSON completed the first transaction on this date. In a separate transaction on February 16, 2011, HANSON sent \$1,100 by MoneyGram wire transfer from Superior, Wisconsin, to Co-conspirator LIDDELL in Detroit, Michigan.
17. On February 28, 2011, HANSON used two Western Union locations in Superior, Wisconsin and Duluth, Minnesota, to send four separate wire transfers to co-conspirators in Detroit, Michigan. HANSON sent \$2,000 by Western Union wire transfer from Superior, Wisconsin, to Co-conspirator LIDDELL.

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Approximately ten minutes later, HANSON sent another \$2,000 (from the same Western Union location) to Co-conspirator LIDDELL. Approximately twenty minutes later, HANSON sent \$2,000 from a second Western Union location (in Duluth, Minnesota) to Co-conspirator J in Detroit, Michigan. Approximately five minutes later, HANSON sent an additional \$2,000 by Western Union wire transfer (and from the same Western Union location) to Co-conspirator J in Detroit, Michigan.

18. On March 4, 2011, LAMBERTON sent \$3,000 by Western Union wire transfer from Duluth, Minnesota, to Co-conspirator J in Detroit, Michigan.
19. On March 11, 2011, LAMBERTON sent \$2,000 by Western Union wire transfer from Duluth, Minnesota, to Co-conspirator LIDDELL in Detroit, Michigan.
20. On March 15, 2011, HANSON sent \$1,700 by MoneyGram wire transfer from East Dundee, Illinois, to Co-conspirator A in Detroit, Michigan. Approximately ten minutes later, Co-conspirator LIDDELL sent \$1,700 by MoneyGram wire transfer (and from the same MoneyGram location in East Dundee, Illinois) to Co-conspirator J in Detroit, Michigan. The two recipient co-conspirators used the same Detroit, Michigan



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MoneyGram location to acquire the wired U.S. currency, and obtained the money within four minutes of one another.

21. On April 5, 2011, SCHLAIS sent \$1,800 by Western Union wire transfer from Duluth, Minnesota, to Co-conspirator LIDDELL in Detroit, Michigan.

**FORFEITURE ALLEGATIONS**

The allegations contained in Count 1 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 21, United States Code, Section 853. Pursuant to Title 21, United States Code, Section 853, upon conviction of an offense in violation of Title 21, United States Code, Section 841, the defendants shall forfeit to the United States of America any property constituting, or derived from, any proceeds obtained, directly or indirectly, as the result of such offense and any property used, or intended to be used, in any manner or part, to commit, or to facilitate the commission of, the offense.

If any of the property described above, as a result of any act or omission of the defendant(s):

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;

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- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p).

The allegations contained in Count 2 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 982(a)(1). Pursuant to Title 18, United States Code, Section 982(a)(1), upon conviction of an offense in violation of Title 18, United States Code, Section 1956, the defendants shall forfeit to the United States of America any property, real or personal, involved in such offense, and any property traceable to such property.

If any of the property described above, as a result of any act or omission of the defendant(s):

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or

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e. has been commingled with other property which cannot be  
divided without difficulty,

the United States of America shall be entitled to forfeiture of  
substitute property pursuant to Title 21, United States Code,  
Section 853(p), as incorporated by Title 18, United States Code,  
Section 982(b)(1) and Title 28, United States Code, Section  
2461(c).

A TRUE BILL

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UNITED STATES ATTORNEY

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FOREPERSON